

## TERMS AND CONDITIONS OF USE

Last updated: 21 March 2025

### Introduction and Legal Terms

By accessing or using our website, [www.schoolthrifties.co.za](http://www.schoolthrifties.co.za) or any related platform or application (collectively, “**the Platform**”), or any of our services, you agree that you have read, understood, and agree to be bound to the terms and conditions contained herein (“**Terms**”). All rights in and to the content of the Platform always remain expressly reserved by School Thrifties (Pty) Ltd (“**School Thrifties**”).

These Terms explain the conditions applicable to how you will use the Platform. Please read these Terms carefully before using the Platform. We will assume you have read and understood these Terms if you continue to access or make use of our Platform.

Please pay specific attention to the **BOLD paragraphs** of these Terms. These paragraphs limit our risk or liability, constitute an assumption of risk or liability by you, impose an obligation on you to indemnify us or is an acknowledgement of any fact by you.

The terms “user”, “you” and “your” are used interchangeably in these Terms and accordingly refer to anyone using the Platform for any reason whatsoever. Accordingly, the terms “us”, “our” or “we” refers to School Thrifties or our possession.

### Our Services

#### What Our Platform Offers

School Thrifties is an innovative online platform that enables parents to buy and sell pre-owned school-related items within their community. Additionally, School Thrifties provides schools with advanced technology to catalogue and list lost property, making it easier for parents to identify and reclaim their children's belongings.

(“**the Services**”)

#### Service Disclaimer

School Thrifties provides the software to enable a connection between buyers and sellers or schools and parents. We are not the owner or seller of any goods sold on the Platform and accordingly do not participate in the sale or purchase of goods on the Platform or the interaction of users on the Platform.

Sale agreements are concluded between the buyers and sellers, and/or schools and parents on the Platform without our representation. Users of the Platform are fully responsible for the execution of their sale agreements, which are private transactions between these parties.

Return / refund claims regarding goods sold must be submitted directly to the seller. We are not responsible for resolving any disputes between the parties to a sale transaction.

We do not inspect or guarantee the quality or suitability of any goods sold or the compliance thereof with the description entered by the seller. Accordingly, we are not liable for any damages incurred due to the improper or inadequate packaging of any goods nor for any delays, or losses incurred during the delivery or shipping of the goods, whether by courier services or a seller.

### Registering a Profile with the Platform

Creating an Account: To sign up to the Services, we require you to create an account with us. We ask you to provide us with all the requested information in the on-boarding process. Parents may also sign up to the Platform using their social accounts including Google or Facebook.

Accurate Information: When signing up you agree to provide true, accurate, current, and complete information and to update this information as and when it changes. To protect your privacy and security, we take reasonable steps to verify your identity by requiring your password together with your email address to grant you access to your profile and information. Please update your information yourself through your profile or contact us to view or change your personal information provided.

**One Account:** You may use only your registered account to participate in our Services. Under no circumstances may you attempt to establish multiple accounts using multiple computers, names and identity information, or any program that masks your identity or generates a fake identity. We reserve the right to withhold, deny or cancel any Services and/or terminate your account if we, in our sole discretion, deem your account as fraudulent, abusive, unethical, suspicious, or otherwise inconsistent with our Terms or any other applicable law or regulation.

**Warranty:** By sharing your personal information with us, you warrant that the person using the Platform is you or you have the authority to act on behalf of a juristic entity. You are responsible for the information you provide, and all the actions taken on the Platform. Please see our Privacy Policy for more details on how we use and process personal information.

**Unlawful Access:** Please let us know if you have reason to believe that your profile is no longer secure (for example, in the event of a loss, theft or unauthorised disclosure or use of your username, password, or any payment card information) to avoid possible liability for any unauthorised charges to your account.

### **Payment Terms**

**Purchasing:** To purchase courses from the Platform, you must use the relevant links and prompts and pay the total purchase price listed when you checkout. This will initiate a contract of sale between a buyer and seller.

**Invoices:** We will email you a tax invoice for your transaction once an order is fulfilled.

**Service Fees:** For each purchase made on the Platform, School Thrifties will charge a service fee to the seller which is deducted from the amount paid by the buyer. Our service fees are displayed on the Platform and are visible within the seller portal.

**VAT:** All advertised prices are inclusive of Value Added Tax ("**VAT**"), delivery charges and any other applicable taxes/fees, unless otherwise stated and required by law. Any such additional charges and VAT which will apply to a transaction, will be clearly indicated to you upon check-out.

**Secure Payments:** We are committed to providing secure online payment facilities. All transactions are encrypted using appropriate encryption technology as operated by our authenticated payment service provider. In this regard, the terms and policies of the payment service provider will apply to you when you use their services.

**Payment Agent:** We provide the payment services for the performance of sales contracts concluded on the Platform in terms of which a buyer transfers the purchase price to us when making a purchase using one of the available payment options on the Platform. As a seller on the Platform, you hereby appoint us to act on your behalf as your limited payment agent to accept payment on your behalf for the goods sold through the Platform.

**Payouts:** Payouts occur after the buyer confirms receipt and satisfaction with their order. This confirmation is done by clicking to acknowledge the goods were received in satisfactory condition. Once confirmed, the seller will receive the funds in their bank account within 3 to 4 business days.

**Limitation:** Your right to use our Platform is subject to any limits we or your credit card issuer may establish. If payment cannot be charged to your payment card or a charge is returned for any reason, including chargeback, we reserve the right to either suspend or terminate your account and access to the Platform.

**Promotional Offers:** We may, from time to time, provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar Services. You agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of our Services or the fee/s applicable to you.

### **Conditions of Sale and Receipt of Items**

**Ordering and Acceptance:** You may place an order on the Platform, which a seller may accept or reject. Acceptance of an order depends on availability; the correct information being displayed about the item and receipt of payment or payment authorisation by us. We will indicate acceptance of an order, once payment has been received, only at that point will an agreement of sale between a buyer and seller come into effect (the "**sale**").

**Disclaimer:** Prior to purchase, it is recommended that the buyer and seller disclose all relevant information about the goods, and that any questions or concerns are addressed in a timely manner.

**Errors:** We require sellers to take all reasonable efforts to accurately reflect the description, materials, size, and price of goods made available on the Platform. As a buyer, you are encouraged to verify these details before placing an order. However, should there be any errors of whatever nature on the Platform, we, in consultation with a seller, reserve the right to correct such errors or inaccuracies and to update information as necessary without prior notice. We will not be liable for any loss, claim or expense relating to a transaction based on any error.

**Sales are Final:** You must pay the full price of an item to reserve and purchase the item. All purchases are final, subject to the return policy below.

**Confirmation:** After placing an order, you will receive an automated response confirming your order, as well as an invoice for the transaction. You may contact us via email to obtain a full record of your transactions. We may also send you additional email and WhatsApp communications about your order and payment where required.

**School Lost and Found:** Where a school has posted any item as a lost and found item, or as parent, your child has reported anything as lost, the lost item may be reclaimed using the links and prompts on the Platform. Parents will be asked to confirm their identity using their individual school identification code or key, and await verification by the school before the item will be confirmed as theirs and eligible for collection.

### **Delivery and Return**

**Seller Responsibility:** All sellers on School Thrifties are solely responsible for arranging and ensuring the delivery of sold items to buyers. Sellers must communicate directly with buyers to coordinate delivery details, including timelines and preferred methods.

**Alternative Delivery Options:** For convenience, we offer optional delivery services, including drop and collect courier options, which can be selected at checkout for an additional fee. These services are facilitated by third-party logistics providers, and fees will be clearly displayed before confirming the order.

**Liability:** School Thrifties acts solely as a Platform connecting buyers and sellers and does not assume responsibility for the delivery of items. Any disputes regarding the condition, timeliness, or receipt of goods must be resolved between the buyer and the seller. If a delivery service provided through the Platform is used, claims related to non-delivery or damage should be directed to the courier service provider.

**Shipping Timeframes and Costs:** Delivery times and costs may vary depending on the method chosen. Sellers should provide buyers with estimated delivery timelines and ensure timely dispatch of items. If you use one of the offered delivery options, estimated shipping times will be communicated at checkout.

**Lost or Damaged Items:** Sellers and buyers are encouraged to use tracked or insured shipping methods where possible. School Thrifties is not liable for lost, stolen, or damaged items during transit unless a dispute is raised and resolved through a courier provider facilitated by the Platform.

**Collection:** Where mutually agreed, buyers and sellers may opt for local collection to avoid delivery fees. Both parties are responsible for arranging a safe and convenient exchange location.

### **AML and Fraud Prevention**

We allow transactions within the Republic of South Africa. All sellers are therefore required to provide the details of a valid South African bank account to receive payout payments from the Platform.

We and our payment service providers are compliant with all applicable Anti-Money Laundering and Counter-Terrorism Financing ("**AML/CTF**") regulations including the Financial Intelligence Centre Act 38 of 2001 ("**FICA**"). Your ability to make use of our Platform may therefore be regulated by such laws and the respective rules and regulations.

We may, at various times and depending on a range of factors in our sole discretion, require a user submit certain information for the user to be verified as not infringing any of our AML/CTF requirements. This information may include identity documents, passport documents and/or

bank account information. We reserve the right to withhold any payment and limit or terminate a user's access and use of the Platform if a user fails to adhere to these requirements to the standard we require. We also reserve the right to share this information with any legal authority when required under applicable laws.

### **Responsibilities and Warranties**

Platform Warranties: by using the Platform and/or the Services, you warrant that -

- you have read and agreed to these Terms and will use the Platform and Services in accordance with them;
- you have not made any misrepresentations and the information provided in the registration process about you, is true, accurate and complete in every aspect;
- you are above the age of 18 (eighteen) years old and have the legal capacity to understand, agree with and be bound with these Terms;
- when acting on behalf of a juristic entity, you have the authority to bind and act on behalf of the juristic entity and indemnify School Thrifties in this regard;
- you lawfully possess and submit all information to School Thrifties for the use of the Platform and the Services and hereby indemnify School Thrifties against any third-party claims that may arise due to the processing of the information shared by you with School Thrifties;
- you will only conduct only legal purchase and sales transactions through the Platform.
- you will ensure that your activities do not violate the intellectual property rights of any third parties;
- your activities comply with all applicable laws, including legislation regulating consumer protection, and competition;
- you will undertake to ensure that the item description and the pictures of the item uploaded to the Platform describe the item accurately. The item must be represented as is. You are not allowed to edit the images using image editing software or general item images using AI. You will ensure any defects, scratches, wear, etc. of the item is displayed clearly to ensure buyers can clearly inspect the item before purchase;
- item descriptions will be clear and accurate and not include advertisements, spam information and text, or information directing conversations/sales outside of the Platform;
- you will not post, upload, replicate or transmit any abusive content on the Platform or communicate with a tutor in a manner, that is or could reasonably be considered to be threatening, harassing, defamatory, abusive, racist, sexist, discriminatory, in breach of confidence, in breach of privacy or restrict any other user in any way from properly using the Platform or Services;
- you will not share any confidential information on the Platform or during course sessions including banking or other personal information not made publicly available;
- you will not send any unsolicited electronic messages or use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the Platform including but not limited to uploading or making available files containing corrupt data or viruses via whatever means or deface, alter or interfere with the front end 'look and feel' of the Platform or the underlying software code;
- you will not infringe the intellectual property or other rights of any third party or the Platform or transmit content that you do not own or do not have the right to publish or distribute;
- you will not use the Platform for any commercial purpose other than as expressly provided for by School Thrifties herein;
- you will not use the Platform to breach any applicable law or regulation or perform or encourage any illegal activity including (without limitation) promoting or facilitating money laundering or financial crimes; and/or

- you will not facilitate or assist any third party to do any of the above,

failing which, such action will automatically and immediately be deemed to be a material breach of these Terms, allowing School Thrifties to manifest all of our rights in the case of breach, including but not limited to denying you access to the Platform/Services, reporting your actions to an applicable authority or instituting legal proceedings against you.

**Connected Devices:** The Platform is only available on compatible devices connected to the internet. It is your responsibility to obtain these devices and any connectivity necessary to use the Platform. We do not guarantee that the Platform, or any portion thereof, will function on any particular hardware or device.

**Prohibited Sales:** We reserve the right to determine which items can and cannot be sold on the Platform. The Platform is designed for the sale of pre-owned school-related items and therefore strictly prohibits the sale of counterfeit goods and any of the following, without limitation, items prohibited for sale by South African law or regulation; healthcare products; promotional items not intended for sale, food products and beverages, including alcohol; any smoking paraphernalia; any firearms and weapons; any adult only material; drug and drug paraphernalia; and animals.

**Access to Platform in Breach:** Without prejudice to any of our other rights (whether at law or otherwise), we reserve the right to deny you access to the Platform/Services where we believe (in our reasonable discretion) that you are in breach of any of these Terms.

### **Complaints, Messages, and Advertising**

#### **Complaint Process**

Should you have any complaints or support enquiries, please use the built-in prompts on the Platform to contact us directly. School Thrifties's Help Desk will receive your inquiry and notify you accordingly.

#### **Data Messages between You and School Thrifties**

Data messages, including email messages, you send to us will be considered as received only when we acknowledge or respond to these messages.

Data messages we send to you will be regarded as received when the data message enters your email server inbox and is capable of being retrieved and processed by you.

We reserve the right not to respond to any email or other data message that contains obscene, threatening, defamatory or otherwise illegal, unlawful, or inappropriate content, and to take appropriate action against the sender of such email or data message if necessary.

Messages sent over the internet cannot be guaranteed to be completely secure as they can be intercepted, lost, or corrupted. We are therefore not responsible for the accuracy or safety of any message sent by email or over the internet.

#### **Hyperlinks, Deep Links, Framing**

The Platform may include links to other websites ("**other sites**"). We do not own or endorse these other sites and are not responsible for the information, material, products, or services contained on or accessible through these other sites. Any hyperlinks do not imply any endorsement, agreement on or support of the content or products of these other sites.

We do not own the content on any other site which may be shown on the Platform. Should the owner of any content showcased on the Platform want the content to be removed, please contact us to request the removal of such content.

Your access and use of the other sites remain solely at your own risk and on the terms set by the operator of any other site.

### **Intellectual Property**

**Platform IP:** All website layout, website content, material, information, data, software, icons, text, graphics, layouts, images, sound clips, advertisements, video clips, user interface design and layout, trade names, logos, trademarks, designs, copyright and/or service marks, together with the underlying software code, ("**the intellectual property**") are owned (or co-owned or licenced, as the case may be) by School Thrifties, our shareholders, directors, associates

and/or partners, whether directly or indirectly, and as such, are protected from infringement by domestic and international legislation and treaties.

User submitted IP: All rights to any intellectual property you provide to us will remain with you, but for which you have provided us with a royalty-free, non-exclusive, non-transferable, perpetual licence to use such intellectual property to provide you with our Services including the use of our Platform.

No Modification of IP: Subject to the rights afforded to you in these Terms, all other rights to all intellectual property on the Platform are expressly reserved. **You may not copy, download, print, modify, alter, publish, broadcast, distribute, sell, or transfer any intellectual property, course material, editorial content, graphics or other material or the underlying software code whether in whole or in part, without our written consent first being granted, which consent may be refused at our discretion. No modification of any intellectual property or graphics is permitted. Should you breach these provisions, we and/or the rightful intellectual property rights owner may launch legal proceedings against you for a breach of contract, resulting in a claim of damages against you.**

Updates: We reserve the right to make improvements or changes to the intellectual property, information, videos, graphics, and other materials on the Platform/Services, or to suspend or terminate the Platform, at any time without notice; provided that any transactions or functions already concluded, will not be affected by such suspension or termination (as the case may be).

Third Party IP: Where any intellectual property has been licensed to us or belongs to any third party all rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time, and you agree to comply with such third-party terms and conditions.

User License: Subject to adherence to the Terms, School Thrifties grants to you a personal, royalty-free, non-exclusive, non-assignable, non-sublicensable, and non-transferable license to use and display all content and information on any machine which you are the primary user. However, nothing contained on the Platform or in these Terms should be construed as granting any licence or right to use any intellectual property without our prior written permission.

## **Indemnities and Disclaimers**

### Disclaimers

The Platform and Services, including intellectual property appearing therein, are provided "as is" and "as available". We make no representations or warranties, express or implied, including but not limited to warranties as to the accuracy, correctness, or suitability of either the Platform or the Services.

All content, information, and/or opinions of users made available on the Platform in relation to any of the Services are those of the authors and not School Thrifties. While we make every reasonable effort to present such information accurately and reliably on the Platform we do not endorse, approve, or certify such information, nor guarantee the accuracy or completeness of such information on the Platform.

**All Platform users are independent third parties and not in any way employed by School Thrifties. School Thrifties therefore does not guarantee the quality, suitability, safety, or ability of any user selling goods on the Platform. Users agree that the entire risk arising out of use of the Services remains solely with the user, to the maximum extent permitted under law.**

**School Thrifties, its shareholders, directors, employees, contractors, and partners, accept no liability whatsoever for any loss, whether direct or indirect, consequential, or arising from information made available on (or by means of) the Platform and/or transactions or actions resulting therefrom or from the Services offered.**

**School Thrifties, its shareholders, directors, employees, contractors, partners, and affiliates, accept no liability whatsoever for any costs, expenses, fines, or damages, including but not limited to direct or indirect loss or damages, including any economic loss, consequential loss, loss of profits or any form of punitive damages, resulting from the facilitation and offering of the Services, and access to, or use of, the Platform in any manner.**

We take reasonable security measures to ensure the safety and integrity of the Platform and to exclude viruses, unlawful monitoring and/or access from the Platform offline. However, we do not warrant or represent that your access to the Platform will be uninterrupted or error-free or that any information, data, content, software, or other material accessible through the Platform will be free of bugs, viruses, worms, trojan horses or other harmful components. Your access to and use of the Platform remains solely at your own risk, and you should take your own precautions accordingly.

#### Indemnities

**You indemnify and hold harmless School Thrifties, its shareholders, directors, contractors, employees, and partners from any demand, action or application or other proceedings, including for attorneys' fees and related costs such as tracing fees, made by any third party, and arising out of or in connection with your use of the Platform and/or Services offered or transactions concluded through the Platform in any way.**

**You agree to indemnify, defend, and hold School Thrifties, its shareholders, directors, contractors, employees, and partners harmless from any direct or indirect liability, loss, claim and expense (including reasonable legal fees) related to your use of the Platform/Services or the breach of these Terms.**

**This clause will survive termination of these Terms.**

#### **Dispute Resolution**

Negotiation: Should any dispute, disagreement or claim arise between you and School Thrifties concerning the use of the Platform or the Services, the parties shall endeavour to resolve the dispute amicably, by negotiation, and with the best interests of both parties in mind.

Mediation: Should these parties fail to resolve such dispute in the aforesaid manner or within such further period as the parties may agree to in their negotiation, the parties will approach an independent third party who shall mediate the discussions between them to find a mutually beneficial solution.

Arbitration: If the dispute is still not resolved after such mediation, the parties will commence and be party to binding and confidential arbitration, with an arbitrator selected by School Thrifties.

Jurisdiction: Notwithstanding the above, the parties' consent to refer the dispute to an appropriate court having jurisdiction over the cause of action founding the dispute. Either party may also always use the dispute resolution services of any applicable legislative tribunal or ombud, as provided for in applicable legislation.

No publication: The parties both agree that in no circumstance will either party publicise the dispute on any social media or other public platforms. The parties understand that any publicity of this nature can cause serious damage to the other party, which damage may result in a financial claim against the infringing party.

#### **Disputes between Users**

Private Dispute: Should a dispute arise between buyers and sellers and their private transaction, said dispute is between these parties exclusively. School Thrifties is not responsible for fulfilling any function in any way or engaging in the dispute in any way.

Beneficial Resolution: The users agree that they will resolve their dispute in a manner that is mutually agreeable and/or as prescribed by any relevant agreement concluded between them, and for the attempted benefit of both parties.

Notification: Notwithstanding the above, these parties must inform School Thrifties of the dispute for School Thrifties to log the issues experienced, and to try assist both parties in whatever way it deems fit but is under no obligation to do so.

#### **Termination of Use**

**IN ADDITION TO OUR OTHER RIGHTS HEREIN, WE RESERVE THE RIGHT TO RESTRICT AND/OR TERMINATE YOUR USE OF OUR PLATFORM/SERVICES IF YOU BREACH ANY OF THESE TERMS, OR FOR ANY OTHER REASON IN OUR SOLE DISCRETION PROVIDED THAT WE GIVE REASONABLE NOTICE TO YOU.**

If you wish to terminate your agreement with us and these Terms, you may do so by ending your use of our Platform and Services. Such termination will however not have any effect on the continued and comprehensive functioning or legitimacy of any lawful rights which we may have at the time of said termination.

In the event of termination of your agreement with these Terms we will remove you from the Platform and delete your profile in line with our data retention periods.

### Notices and Service Address

Each of the parties chooses their service address for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from these Terms as being:

- in the case of School Thrifties, at [support@schoolthrifties.co.za](mailto:support@schoolthrifties.co.za); or
- in the case of the user, at the e-mail, cellphone number, and/or address provided when registering with us.

Each of the parties will be entitled from time to time, by written notice to the other to vary its service address to any other address which is not a post office box or poste restante, provided that the change will become effective only 14 (fourteen) days after service of the notice in question.

Notwithstanding the above, any notice given in writing in English, and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

### Company Information

- **Site owner:** School Thrifties (Pty) Ltd
- **Legal status:** Private Company
- **Registration number:** 2024/004422/07
- **Platform address:** <https://schoolthrifties.co.za/home>
- **Email address:** [support@schoolthrifties.co.za](mailto:support@schoolthrifties.co.za)
- **Telephone number:** 068 620 6322
- **Registered address:** 480 1<sup>st</sup> Street, Scottburgh, KwaZulu Natal, 4182
- **Postal address:** As above.

### General

**Relationship Between the Parties:** The relationship of the parties, *inter se*, shall be governed by these Terms and nothing contained herein shall be deemed to constitute a partnership, joint venture, employer/employee agreement, agency agreement, or the like between them. No party shall by the reasons of the actions of the other party incur any personal liability as co-partner to any third party. **School Thrifties only provides software as a service, any formal engagement between users facilitated by the Platform is between them privately, and for which School Thrifties holds no responsibility.**

**Force Majeure:** If either party is prevented, whether in whole or in part, or delayed from performing any of its duties, functions or obligations under these Terms, whether timeously or at all, due to an event out of their control (which for the purposes hereof shall mean war, political riots, civil commotions, electrical load-shedding or surges, legal prohibitions or restrictions, epidemics, pandemics, governmental lockdowns, fire, floods or other similar natural disasters), then such failure shall not constitute a breach under these Terms, and the obligation to perform shall be suspended to the extent and during the continuance of such prevention provided that the parties shall use their reasonable commercial endeavours to minimise any delay occasioned

**Change Without Notice:** The Platform and these Terms are subject to change without notice. These Terms are updated or amended from time to time and will be effective once we upload the amended Terms to the Platform. Your continued access or use of the Platform constitutes your acceptance to be bound by these Terms, as amended. It is your responsibility to read these Terms periodically to ensure you are aware of any changes.



Entire Agreement: This document contains the entire agreement between the parties in relation to the subject matter hereof. Save as contemplated above, no alteration, cancellation, variation of, or addition hereto will be of any force or effect unless published on the Platform.

No Indulgence: No indulgence, leniency or extension of time granted by School Thrifties shall constitute a waiver of any of School Thrifties' rights under these Terms and, accordingly, School Thrifties shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the client which may have arisen in the past or which might arise in the future.

Importation of Words: Words importing the singular will include the plural and *vice versa*. Words importing one gender will include the other genders, and words importing persons will include partnerships, trusts, and bodies corporate, and *vice versa*.

Headings as Reference: The headings to the paragraphs in these Terms are inserted for reference purposes only and will not affect the interpretation of any of the provisions to which they relate.

Governing Law: Your access and/or use of the Platform and/or the Services, any downloaded material from it and the operation of these Terms (including any transaction concluded pursuant thereto) shall be governed by and construed in accordance with the laws of the Republic of South Africa.

Failure to Pay: In the event of a client failing to pay any amount timeously or breaching these Terms, the client shall be liable for all legal costs (on the scale as between attorney and client) (including collection commission) which may be incurred by School Thrifties in relation to the payment failure or breach.

Severability: Each sentence, paragraph, term, clause and provision of these Terms and any portion thereof shall be considered severable and if for any reason, any such sentence, paragraph, term, clause or provision is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation or in terms of a final, binding judgment issued by any court, it shall to that extent be deemed not to form part hereof and shall not impair the operation of, or have any effect upon such other sentence, paragraph, term, clause or provision hereof as may otherwise remain valid or intelligible, which shall continue to be given full force and effect and bind the parties hereto.

Prohibited Provision: No term or condition of these Terms is intended to breach any peremptory provisions of any consumer protection legislation and any regulations thereto ("**Prohibited Provision**"). Any breach of any such Prohibited Provision shall be governed by the provisions above.